

FILED  
GREENVILLE CO. S. C.

NOV 3 4 32 PM '78

# MORTGAGE

THIS MORTGAGE is made this 3rd day of November, 1978, between the Mortgagor, Gary Lee Capps and Dale S. Capps (herein "Borrower"), and the Mortgagee, POINSETT FEDERAL SAVINGS AND LOAN ASSOCIATION of Travelers Rest, a corporation organized and existing under the laws of the State of South Carolina, whose address is 203 State Park Road, Travelers Rest, S. C. 29690 (herein "Lender").

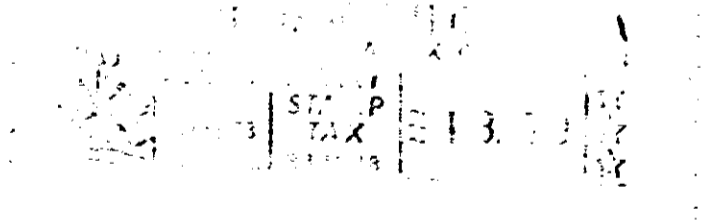
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-four Thousand and 00/100 (\$34,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 3, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2009;

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that tract of land in the County of Greenville, State of South Carolina, near Marietta, shown as a 5.01 acre tract on a revised plat, said 5.10 acres being a portion, fronting on Hart Cut Road, of a 13.74 acre tract of land. For plat showing the 13.74 acre tract, see plat of W. H. Capps Estate, recorded in Plat Book 5-X at page 43, and having the following metes and bounds to-wit:

BEGINNING at a apike in the Center of Hart Cut Road at the joint corner of a 2.86 acre tract of land, thence N. 31-27 W., 800 feet to an iron pin; thence N. 58-26 E., 306.9 feet to an iron pin; thence S. 26-39 E., 800 feet to a spike in the center of Hart Cut Road; thence with the center of Hart Cut Road, S. 56-50 W., 127.8 feet to a nail cap; thence continuing with the center of Hart Cut Road, S. 58-45 W., 112.2 feet to the point of beginning.

This is a portion of the property conveyed to the Mortgagors herein by deed from Lucy Jane Capps dated January 7, 1977, and recorded January 10, 1977 in Deed Book 1049 at page 389.



which has the address of Route # 1, Hart Cut Road, Marietta, S. C. 29661 (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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